

**WHILE THE LEASE AND ASSOCIATED RFI DOCUMENTS ARE INTENDED TO BE IN SUBSTANTIALLY THE SAME FORM, TVA RESERVES THE RIGHT TO MAKE MODIFICATIONS IT REQUIRES IN ITS SOLE DISCRETION.**

## **ATTACHMENT 1**

Allowance: The Allowance option, if utilized, shall be exercised by TVA within forty-five (45) days of Lease execution.

At TVA's request, Lessor shall provide an unrestricted move and improvement allowance which may be used toward the cost of the design, construction, installation, moving expenses and any other costs TVA determines are required outside the cost of the Base Building (as defined in the Lease), including, without limitation, any Contractor's fee ("Initial Alterations"); provided, however, such amount shall not exceed \$ (see Requirements) ("Allowance"). In addition, TVA may use any portion of the Allowance for voice, data or other cabling, equipment room fixtures, demountable wall installation costs and/or signage.

TVA shall have the right to approve the general contractor ("Contractor"). In addition, TVA shall approve all invoices submitted by Contractor, which shall describe in reasonable detail such work, construction and/or materials for work actually performed, construction in place and materials delivered to the site. Upon its approval, TVA shall forward such approved invoices to the Lessor; whereupon, Lessor shall disburse the appropriate amount of the Allowance directly to the Contractor, and/or to the applicable subcontractors, within thirty (30) days after Lessor's receipt of said invoices.

If the Allowance has not been fully disbursed after completion of the Initial Alterations and other work described above and full payment therefor, the balance of the Allowance shall be made available to TVA for payment of any items described herein. Lessor acknowledges that certain work in connection with the Initial Alterations may be performed by TVA and its own employees. After payment for the costs of the Initial Alterations performed other than by TVA's work-force, Lessor shall disburse such remaining balance of the Allowance to TVA for the costs of TVA's work. Any disbursements of the Allowance shall be disbursed during the first twelve (12) months of the Term unless otherwise specifically stated herein.

Once all items provided for herein have been paid from the Allowance, then notwithstanding the 12-month disbursement requirement set forth herein, any remaining balance shall be immediately applied as a reduction in Rent in (i) equal installments until such time as the Allowance has been completely disbursed or applied in accordance herewith, or (ii) at Lessor's sole option, a lump sum.

TVA shall pay for any cost of the Initial Alterations that exceeds the Allowance within twenty (20) days after TVA's receipt of an itemized invoice and evidence and documentation necessary to substantiate said invoice.

In the event TVA terminates the Lease, pursuant to the terms contained therein, TVA shall reimburse Lessor for the unamortized portion of the disbursed Allowance. Lessor shall provide TVA with an invoice for the remaining balance within thirty (30) days of TVA's written notice that it intends to terminate the Lease.